

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

Sasha Ronco,

Plaintiff,

vs.

Liberty Mutual Insurance Company,

Defendant.

Case No.: 2:15-cv-437-JAD-NJK

**Order Remanding Action
for Want of Jurisdiction**

On March 18, 2015, I issued an order to show cause why this removed case should not be remanded for want of jurisdiction under 28 U.S.C. § 1332. Doc. 5.¹ I noted that, “while defendant contends the policy limits in question are \$100,000 per person and \$300,000 per accident, defendant never specifies—and the complaint never demonstrates—that plaintiff seeks a policy-limit recovery, or a figure even close to it.” *Id.* at 2.

Defendant Liberty Mutual Insurance Company timely responded to my order. Doc. 9.² But it supplies no evidence indicating that it is “more likely than not” that the jurisdictional threshold is met. Although Liberty Mutual correctly notes that “It must appear to a legal certainty that the claim is really for less than the jurisdictional amount to justify dismissal,” Doc. 9 at 6, this “legal certainty” test must be read in context with the proposition that the “sum claimed by the plaintiff controls if the claim is apparently made in good faith.”³ As I noted in my Order to Show Cause, Ronco claims only two specific sums—both in some amount “in excess of 10,000.” Doc. 5 at 2.⁴ Moreover, it is not clear from the complaint that Ronco seeks recovery of the *entire* \$100,000/\$300,000 insurance policy. Doc. 1-1 at 5. Since the amount claimed is ambiguous,

¹ I incorporate the discussion and analysis of Doc. 5 herein by reference.

² Plaintiff Sasha Ronco did not respond to my order.

³ *St. Paul Mercury Indem. Co. v. Red Cab Co.*, 303 U.S. 283, 288-89 (1938).

⁴ I also noted that Ronco’s claims of entitlement to punitive damages was not, without more, sufficient to show the jurisdictional threshold was met. *See id.*

1 Liberty Mutual was required to demonstrate by a preponderance of the evidence that it is more
2 “likely than not” that the jurisdictional threshold is met. But beyond its own interpretation of the
3 plain language of the complaint, and citations to cases, the insurer furnishes no evidence or
4 argument to satisfy this threshold.

5 Because Liberty Mutual has failed to show good cause for me to exercise jurisdiction over
6 this action, it is HEREBY ORDERED that this case is **REMANDED** to the Nevada’s Eighth
7 Judicial District Court, Case No. A-15-712738. The Clerk of Court is instructed to close this case.

8 DATED: April 20, 2015.

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Jennifer A. Dorsey
United States District Judge
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